

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price	Page 1 Of 4
2. Amendment/Modification No. 0001	3. Effective Date	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)		
6. Issued By TACOM-ROCK ISLAND AMSTA-LC-CTT DONNA WEBB (309) 782-6369 ROCK ISLAND IL 61299-7630 EMAIL: WEBBD@RIA.ARMY.MIL		Code W52H09	7. Administered By (If other than Item 6) Code		
			SCD	PAS	ADP PT
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)			<input checked="" type="checkbox"/>	9A. Amendment Of Solicitation No. DAAE20-00-R-0261	
			<input type="checkbox"/>	9B. Dated (See Item 11) 2001APR19	
			<input type="checkbox"/>	10A. Modification Of Contract/Order No.	
			<input type="checkbox"/>	10B. Dated (See Item 13)	
Code		Facility Code			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning <u>2 signed</u> copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting And Appropriation Data (If required)					
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS					
It Modifies The Contract/Order No. As Described In Item 14.					
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.					
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:					
<input type="checkbox"/> D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.					
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
SEE SECOND PAGE FOR DESCRIPTION					

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)		16A. Name And Title Of Contracting Officer (Type or print)	
15B. Contractor/Offoror	15C. Date Signed	16B. United States Of America	16C. Date Signed
_____ (Signature of person authorized to sign)		By _____ (Signature of Contracting Officer)	

CONTINUATION SHEET	Reference No. of Document Being Continued PHIN/SHIN DAAE20-00-R-0261 MOD/AMD 0001	Page 2 of 4
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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

The purpose of this amendment is to hereby make the following changes to the solicitation:

1. Paragraph 9 on page 2 the last sentence delete and replaced with " In the case of subsequent delivery orders, the contractor shall deliver upgraded FITS ninety days from receipt of the Government Furnished FITS.
2. Page 6, CLIN 0001, delete the sentence "Production delivery will commence 90 days after first article approval.
2. Clause 52.245.4577, Government Furnished Test Support Equipment, on page 11 delete the national stock number and replace with 4910-01-465-4537.
3. Paragraph L.7.1 on page 36 of 41 is hereby deleted and replaced with the following:

"The initial submission shall include ONLY the offerors technical proposal, acknowledgement (SF33), and certifications of the solicitation. Offerors receiving acceptable evaluations under this factor shall be invited to submit proposals relative to the remaining factors. No PRICING INFORMATION, and Performance Risk proposals shall be submitted until after the technical evaluation has been completed."
4. Wherever found in Paragraph's M.2 and M.3 on page 39 of the solicitation delete the word "elements" and substitute "factors".
5. Clause 52.246-17, "Warranty of Supplies of NonComplex Nature" is hereby incorporated.
6. The closing date remains 4 Jun 2001.
7. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation. Failure of acknowledgement to be received at the place designated for the receipt of offers prior to the hour and date specified may result in rejection of your offer.
8. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A 002 ***

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PHIN/SIIN DAAE20-00-R-0261 MOD/AMD 0001</p>	<p align="center">Page 3 of 4</p>
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Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

Status	Regulatory Cite	Title	Date
I-1 CHANGED 52.246-17	WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE		MAR/2001
(a) Definitions. As used in this clause -			
Acceptance means the act of an authorized representative of the Government by which the Government assumes for itself, or an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.			
Supplies means the end item furnished by the Contractor and related services required under the contract. The word does not include "data."			
(b) Contractor's obligations. (1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract or any provision of this contract concerning the conclusiveness thereof, the contractor warrants that for 1.095, the supplies delivered under this contract shall:			
(i) Conform to material and workmanship requirements delineated in this contract or in any modification of this contract in effect at the time of acceptance;			
(ii) Conform to all drawings and specifications and all design and manufacturing requirements as furnished or identified by the Government specifically in this contract or incorporated by reference in this contract; and			
(iii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.			
(2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant, and return.			
(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.			
(4) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.			
(c) Remedies available to the Government. (1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 120 days after discovery of the defect(s).			
(2) Within a reasonable time after the notice, the Contracting Officer may either-			
(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or			
(ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.			
(3) (i) If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer-			
(A) May, for sampling purposes, group any supplies delivered under this contract;			
(B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;			
(C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and			
(D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.			

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 4 of 4

PIIN/SIIN DAAE20-00-R-0261

MOD/AMD 0001

Name of Offeror or Contractor:

(ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:

(A) Require an equitable adjustment in the contract price for any group of supplies.

(B) Screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement.

(C) Require the Contractor to screen the supplies at locations designated by the Government within the continental United States and to correct or replace all nonconforming supplies.

(D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.

(4) (i) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Contractor the cost occasioned to the Government thereby if the Contractor-

(A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or

(B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(ii) Instead of correction or replacement by the Government, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner. The Government is entitled to reimbursement from the Contractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

(d) Whenever a request for waiver, or deviation, or other change to a requirement in the contract is approved, Contractor responsibilities arising out of provisions of this clause are relieved only to the extent of the terms and conditions specified in the approval.

(e) For purpose of identifying warranted material to facilities receiving it, the following instructions will apply:

(1) For a quantity of warranted material which has been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation:

"The warranty period of the quantity stated hereon of lot (enter the item serial/lot number) begins on (enter the date of acceptance of the quantity) and ends on (enter the date of the end of the warranty period for the quantity)".

(2) For a quantity of warranted material which has not been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation:

"The warranty period for the quantity stated hereon of lot (enter the item serial/lot number) begins on the date of the acceptance of the lot and ends (enter the length of the warranty period) days later."

(End of Clause)

(IF6125)